

PRIVILEGED AND CONFIDENTIAL

DELPHI

November 9 , 2005

TO: **Dr. Mark E. Schafer**
Sonic Tech, Inc.
210 Loney Street
Rockledge, PA 19046

Dear Valued Supplier:

As you are no doubt aware, on October 8, 2005 (the "Petition Date"). Delphi Corporation and certain of its U.S. affiliates (collectively, the "Debtors"), filed voluntary petitions under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Cases" and the "Bankruptcy Court," respectively). The Debtors have received the Bankruptcy Court's authority to pay certain suppliers in recognition of the importance of continuity in our business operations and our desire that the Bankruptcy Cases have as little effect on our operations as possible.

In accordance with the authority granted to them under the **Human Capital** (the "Order"), the Debtors are making the payment included herewith. [The Debtors will provisionally pay you 100% of your estimated prepetition trade claim (net of any setoffs, credits or discounts), or \$3825.29 (the "Trade Claim"). You hereby acknowledge and agree that the amount of the Trade Claim is based upon the Debtors' books and records and subject to reconciliation with your books and records. To the extent that this reconciliation results in the amount of your actual prepetition trade claim being less than the estimated amount of your prepetition trade claim, you agree to promptly disgorge any excess amount of the Trade Claim. In exchange for receiving such payment, you hereby agree that you no longer have any prepetition amounts owing to you and that you will forever waive any and all claims, rights or causes of action related to any such prepetition amounts.]

Further, in exchange for receiving payment of the Trade Claim, you hereby agree that you have reviewed the terms and provisions of the Order and that you consent to be bound by such terms, including, without limitation, the extension of normal and customary trade terms, practices and programs.

You also hereby acknowledge and agree that you continue to be bound by the terms of each agreement between you and one or more of the Debtors, including, without limitation, the general terms and conditions applicable thereto, except to the extent modified by the terms of this agreement and the United States Bankruptcy Code.

The Debtors expressly reserve all of their rights at law and in equity, including, without limitation, all of their rights as debtors-in-possession under the United States Bankruptcy Code. Without limiting the generality of the foregoing sentence, this



agreement, and any payment made hereunder, does not constitute (a) a waiver of the Debtors' rights (i) to dispute any claim, (ii) to reject any agreement, contract, purchase order or other document under section 365 of the United States Bankruptcy Code, or (iii) to take, or refrain from taking any other action under any applicable section of the United States Bankruptcy Code or any other applicable law, or (b) an approval, adoption or assumption of any agreement, contract, purchase order or other document under section 365 of the United States Bankruptcy Code or any other applicable law, all of the Debtors' rights with respect to which are expressly reserved.

If you have any questions about this Agreement or our financial restructuring, please do not hesitate to call (866) 688-8679.

Sincerely,

DELPHI CORPORATION

Allen Ladd

By: _____

Its: Dir. Corp. Services

ACCEPTED AND AGREED BY:

Mark E. Schafer

By: 

Its: 
11/1/07

Dated: _____

